

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Declaration of Restrictive Covenants ("Declarations") is made by **SUZANNE GLADNEY** ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of the following described tract and parcel of land, to-wit:

91.111 Acre Tract of Land situated in William Harris League, A-71, Brazoria County, Texas, being that Tract of Land described in a Deed to Suzanne Gladney as shown in County Clerk's File No. (C. C. F. #) 1987028291, of the Official Records of Brazoria County Texas, (O. R. B. C. T.), said 91.111 acre tract of land being more particularly described by Metes and Bounds on Exhibit "A" attached hereto (hereinafter the "Property").

WHEREAS, Declarant may divide or subdivide the Property into several areas and lots and develop some of the Property; and

WHEREAS, Declarant deems it desirable to impress and impose certain covenants, conditions and restrictions on the Property in order to establish a uniform scheme and plan of development of said Property.

NOW, THEREFORE, it is hereby declared that all of the Property will be held, sold, conveyed, and occupied subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of, and which will run with the Property and will be binding on all parties having any right, title, or interest in or to the Property or any part of it, their heirs, successors, and assigns, and will inure to the benefit of each owner. Each contract or deed that may later be executed with regard to the Property or any portion of it will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether they are set forth or referred to in the contract or deed. Therefore, in order to establish a uniform scheme and plan of development for the Property, the Declarant does hereby declare and affix to the Property and does hereby restrict, impress and impose upon the Property the following covenants, conditions, and restrictions (collectively the "Restrictions"):

DEFINITIONS

1. Declaration. "Declaration" means this instrument as amended from time to time.
2. Owner. "Owner" or "Owners" means the Person(s) holding a fee-simple interest in any portion of the Property but does not include the holder(s) of any mortgage(s).
3. Improvement. "Improvement" means every structure and all appurtenances to structures of every type and kind, including but not limited to single-family dwellings, buildings, outbuildings, storage sheds, patios, swimming pools, garages, barns, barndominiums, fences, decks, exterior air conditioning, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.
4. Tract. "Tract" or "Tracts" means any parcel or parcels of land within the Property shown as a subdivided Tract or lot on any plat of the Property, together with all Improvements located on the parcel or parcels.

RESTRICTIONS

1. The Property shall not be subdivided into Tracts smaller than five (5) acres.
2. The Property shall be used for single-family residential purposes only. No part of the Property or any Improvement thereon may be used for commercial, business, professional, or manufacturing purposes, nor for church purposes.
3. No improvement shall be erected, altered, placed, or permitted to remain on any Tract other than one (1) single-family dwelling or barndominium, one (1) attached or detached private garage, and one (1) barn or other out-building as provided herein, per five (5) acre tract.
4. The single-family dwelling or barndominium shall contain a minimum of 1,500 square feet of living space exclusive of any basement, attic, garage and enclosed patios or porches.
5. All single-family dwellings or barndominiums and any detached garage must be constructed of at least fifty-one percent (51%) brick, masonry construction, or natural stained Redwood or Cedar construction, or a combination of natural stained wood and masonry or Hardee plank concrete type siding. Barndominiums may be constructed of exterior painted metal siding if the side facing County Road 34 has an exterior surface of at least fifty-one percent (51%) stone or brick.
6. Any barn or other out-building as provided for above may be constructed of painted exterior metal siding.

7. No used lumber may be used in the construction of a single-family dwelling or barndominium other than for forming concrete and for framing, and no used lumber may be exposed on the surface. Sides of frame buildings must be painted or stained immediately upon completion.
8. Any Improvement constructed on the Property shall be limited to occupancy by one (1) family consisting of persons related by blood, adoption, or marriage or no more than two (2) unrelated persons residing together as a single housekeeping unit.
9. Before construction begins on any Tract, a culverted driveway must be constructed from the entry road to the Tract so that trucks or other types of vehicles will not damage the ditch running parallel to the road in front of said Tract, thus interfering with the drainage. All driveways will be approved by Brazoria County as to the sufficiency of the openings to be left under such driveway to permit proper drainage and in this connection, Brazoria County must approve the size or type of drainage tile or opening to be installed. The drainage tile must be installed in such a manner that the inside bottom of the tile or opening conforms with the grade of the bottom of the ditch.
10. No pre-fabricated or temporary dwelling or buildings, manufactured homes, mobile homes, trailer or trailer homes of any kind or any other Improvement of temporary character shall be permitted on any Tract; however, camper vehicles or a small temporary construction building may be used temporarily on a Tract only while the permanent single-family dwelling and other permitted Improvements are being constructed.
11. No automobile, truck, pickup truck, or any other vehicles (including but not limited to motorcycles and motor scooters) that are inoperable or which do not have current licenses and inspection stickers as required by the State of Texas shall be stored or remain visible on any Tract or roadway within the Property.
12. The digging of dirt or the removal of any dirt from any Tract is expressly prohibited except as necessary in conjunction with constructing a lake or pond in the landscaping of or construction or repair on such Tract.
13. All Improvements on any Tract must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Tract(s).
14. A solar energy panel may be installed on a roof or in a fenced backyard so long as the installation conforms to the requirements specified in Section 202.010 of the Texas Property Code.
15. No rubbish, garbage, or debris shall be allowed to remain on any Tract. Trash, garbage, or other debris shall not be kept except in sanitary containers.

16. No outside toilets will be permitted, and no installation of any type of device for disposal of sewage shall be allowed which would result in raw or untreated or unsanitary sewage being carried into any body of water on the Property. No septic tank or other means of sewage disposal may be installed on the Property unless approved by the proper governmental authorities having jurisdiction with respect thereto. No septic drain field shall be constructed in a manner so that it will discharge any sewage or waste into any part of the Property or adjoining property, or into any ditch or drain in the Property or adjoining the Property or into underground water sands in and around the Property.
17. Dogs, cats, or other common household pets, horses, goats, cattle, sheep and other livestock ("Permitted Animals"), excluding hogs and swine which are specifically prohibited, may be kept provided they are not kept, bred, or maintained for any commercial purpose. It is specifically understood that the maintaining, breeding, and selling of the Permitted Animals shall not constitute a commercial business or purpose so long as the Permitted Animals are in fact kept for the personal enjoyment and use of the Owners. All Tracts on which the horses, goats, cattle, sheep and other livestock are to be kept must be fenced and such fence shall be always kept in good working condition. The maintaining, and breeding of Permitted Animals shall not be done in a manner that subjects the Property to overgrazing and/or destroys the natural beauty of the Property. The boarding and stabling of not more than five (5) horses is permitted and shall not constitute a commercial business or purpose in violation of these Restrictions.
18. No activities will be conducted on the Property, or any Improvements, constructed on the Property that are or might be unsafe or hazardous to any person or property.
19. No Owner may use, or allow any other person to use, any portion of the Owner's Tract as a gun range or shooting range.
20. No activities will be conducted on the Property, or any improvements constructed on the Property that are or might be unsafe or hazardous to any person or property.
21. Each Owner must comply strictly with the provisions of this Declaration. Should any Owner or any portion of the herein described Property violate or attempt to violate any of the Restrictions herein, it shall be lawful for the Declarant or its successors and assign, or any Owner, to prosecute any proceedings at law or in equity against said Owner or their heirs, or persons claiming under them for violating or attempting to violate any such Restrictions and whether to prevent him or them from so doing or to recover damages for such violation(s).
22. These Restrictions are to run with the land, and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years from the date of this Declaration, after which the Restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the Owners of at least seventy-five percent (75%) of the Tracts (each Tract to have one vote) has been recorded, agreeing to change the Restrictions contained herein in whole or in part.